

1 terms shall govern documents and things in this matter:

2 For purposes of this Protective Order, Confidential Materials include, but are not
3 limited to:

4 1. Force Investigation Division Investigation Report; and
5 2. Any and all documents, interviews, Officer Statements, and/or writings
6 created during the Shooting Investigation, which include, but are not limited to, the
7 following:

8 A. Force Investigation Division Report - No. F-067-11
9 ● Interviews;
10 ● Officer Statements, whether written or recorded;
11 ● Legend w/diagram;
12 ● Pictures - Which coincide with an Officer(s) compelled
13 statement which were intended to reflect the Officer's stated or perception of events;
14 ● Investigative Narrative; and
15 ● All addenda
16

17 ***I. TERMS OF THE PROTECTIVE ORDER***
18

19 1. The Confidential Documentation being provided pursuant to this Protective
20 Order will be accomplished by affixing to such document or writing a legend, such as
21 "Confidential," "Confidential Documents," "Confidential Material Subject to Protective
22 Order," or words of similar effect. The documents and writings so designated, and all
23 information derived therefrom (hereinafter, collectively, "Confidential Information"),
24 shall be treated in accordance with the terms of this Protective Order. The "Confidential"
25 Watermark shall not obscure the writings on the document's legibility and shall not be
26 repeated more than once per page.

27 2. Confidential Information may be used by the persons receiving such
28 information only for the purpose of this above-captioned litigation .

1 3. Subject to the further conditions imposed by this Protective Order,
2 Confidential Information may be disclosed only to the following persons:

3 a. Counsel for the parties and to experts, investigators, paralegal assistants,
4 office clerks, secretaries, and other such personnel working under their supervision;

5 b. Such other parties as may be agreed by written stipulation among the parties
6 hereto, or by Court Order.

7 4. Prior to the disclosure of any Confidential Information to any person
8 described in paragraph 3(a), or 3(b), counsel for the party that has received and seeks to
9 use or disclose such Confidential Information shall first provide any such person with a
10 copy of this Protective Order, and shall cause him or her to execute the following
11 acknowledgment:

12 “I understand that I am being given access to Confidential Information
13 pursuant to the foregoing protective order. I have read the Protective Order
14 and agree to be bound by its terms with respect to the handling, use and
15 disclosure of such Confidential Information.

16 Dated: _____/s/ _____”

17 Once this is completed, Counsel for Plaintiffs will serve a copy of the acknowledgment
18 upon Defendants.

19 5. Upon the final termination of this federal litigation, including any appeal
20 pertaining thereto, including, but not limited to, any event wherein the case is ever
21 remanded to State Court, all Force Investigation Division (FID) Report(s), materials, as
22 well as any other Court Ordered Documents provided pursuant to this Protective Order,
23 and all copies thereof shall be returned to the Offices of the Los Angeles City Attorney’s
24 Office, 6th Floor, City Hall East, Los Angeles, California 90012 for
25 destruction/shredding. All Confidential documentation provided to any person or party,
26 pursuant to any provision hereof, also shall be returned to the City Attorney’s Office.

27 6. If any party who receives Confidential Information receives a subpoena
28 and/or public record request seeking Confidential Information, he, she, or it shall

1 immediately give written notice to counsel for defendants, identifying the Confidential
2 Information sought and the time in which production or other disclosure is required, and
3 shall object to the request or subpoena on the grounds of this Protective Order so as to
4 afford defendants an opportunity to obtain an order barring production or other
5 disclosure, or to otherwise respond to the subpoena or other request for production or
6 disclosure of Confidential Material. However, in no event should production or
7 disclosure be made without written approval by defendants' counsel unless required by
8 Court Order arising from a motion to compel production or disclosure of Confidential
9 Information. **Nothing in this Protective Order should be construed as authorizing a**
10 **party in this action to disobey a lawful directive from another court.**

11 7. Any pleadings, motions, briefs, declarations, stipulations, exhibits, or other
12 written submissions to the Court in this litigation which contain, reflect, incorporate or
13 refer to Confidential Information, it shall be the party seeking to use such information
14 burden to first request the sealing of such documents pursuant to Local Rule 79-5.1.

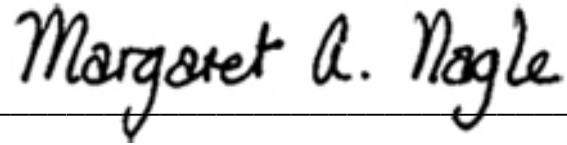
15 8. Counsel for the parties have agreed to request that in the event any motions,
16 applications, or other pre-trial proceedings which could entail the discussion or disclosure
17 of Confidential Information, that such a Party will first seek special permission from the
18 Court to hear such information outside the presence of the jury. Counsel for the parties
19 have further agreed that, during any portion of the trial of this action which could entail
20 the discussion or disclosure of Confidential Information, that Defendants will have an
21 opportunity to make a special request to the Court that access to the courtroom be limited
22 to parties, their counsel, and other designated representative, experts, or consultants who
23 agreed to be bound by this Protective Order, and court personnel.

24 9. Nothing herein shall prejudice any party's rights to object to the introduction
25 of any Confidential Information into evidence, on grounds, including, but not limited to,
26 relevance and privilege.

27 10. This Protective Order survives settlement, trial, and/or appeal.
28

IT IS SO ORDERED.

Dated: January 2, 2014

A handwritten signature in black ink, reading "Margaret A. Nagle", is positioned above a horizontal line.

MARGARET A. NAGLE

UNITED STATES MAGISTRATE JUDGE